

JIWAJI UNIVERSITY, GWALIOR (M.P.)

TENDER DOCUMENT

for

ANNUAL CONTRACT FOR MAN POWER AT JIWAJI UNIVERSITY, GWALIOR (M.P.)

Tender No:-F/Admin/16/.....

Dated.....

DURATION OF SALE OF TENDER DOCUMENT : to

BID SUBMSSION : to

BID OPENING : to

TENDER DOCUMENT FEE (Non-refundable) : Rs. 5000/-

IWAJI UNIVERSITY, GWALIOR (M.P.)

TENDER DOCUMENT *for* ANNUAL CONTRACT FOR MAN POWER SERVICES

Tender No: F/Admin/16/.....

Dated

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General Instructions to Tenderers

1. Definitions:

1.1 The following definitions and abbreviations, which have been used in this tender document, shall have the meanings as indicated below:

1.2. Definitions:

- (i) Jiwaji University, Gwalior (M.P.) where the Man power services are required to be performed as specified in the Contract.
- (ii) “Contract” means the written agreement entered into between the Tender Inviting Authority and the Contractor, together with all the documents mentioned therein and including all attachments, annexure etc. therein.
- (iii) “Contractor” means the successful tenderer selected for execution of contract for manpower services.
- (iv) “Day” means calendar day.
- (v) “Earnest Money Deposit” (EMD) means Bid Security/ monetary or financial guarantee to be furnished by a tenderer along with its tender.
- (vi) “Services” means the scope of work together with articles, material, consumables, instruments, machinery, equipment etc. which the contractor is required to deliver at the Jiwaji University, Gwalior under the contract.
- (vii) “Tender Inviting Authority” OR “Client” or “Tender Acceptance Authority” or “Contracting Authority” means the Registrar, Jiwaji University, Gwalior (M.P.).
- (viii) “Nodal Officer” is the designated officer of the University nominated by the Tender Inviting Authority who supervises the work performed by the Contractor.
- (ix) “Performance Security” means monetary or financial guarantee to be furnished by the successful tenderer for due performance of the contract placed on it. Performance Security is also known as Security Deposit.
- (x) “Tender” means Bids / Quotation / Tender received from a Firm / Tenderer / Bidder.
- (xi) “Tenderer” means Proprietorship / Partnership / Pvt. Limited / Limited company, Societies/ Trust registered in India

2. Abbreviations:

- (i) “BG” means Bank Guarantee
- (ii) “CST” means Central Sales Tax
- (iii) “DDP” means Delivery Duty Paid named place of destination (consignee site)
- (iv) “GCC” means General Conditions of Contract
- (v) “GIT” means General Instructions to Tenderers
- (vi) “NIT” means Notice Inviting Tenders.
- (vii) “TE Document” means Tender Enquiry Document
- (viii) “VAT” means Value Added Tax
- (ix) “TIA” means Tender Inviting Authority

3. Scope of Services: The Scope of Services are given in **Annexure-A**.

4. Site Visit: Eligible firms are advised to visit the University to get the onsite assessment of the work on

any working day between 10:00 AM to 5:00 PM by taking permission from Registrar, Jiwaji University, Gwalior (M.P.).

5. Eligibility Criteria

- (a) Tenderers should be registered agencies registered under Indian Registration Act 1908 / Indian Partnership Act 1932/ Companies Act 1956, providing similar kind of services for three years during the latest last five financial years (i.e. providing Man power services in Large Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies.
- (b) Tenderers should possess valid ISO 9001-2008 Certification.
- (c) The bidder must have a valid (as on bid submission date) registration from competent authority as per Man power services.
- (d) The Tenderer must have achieved minimum average annual turnover of Rs. 50 Lakh during latest three completed assessment years (i.e. AY 2013-14, 2014-15 and 2015-16) and should be profit making.
- (e) The Tenderer should be registered for Income Tax, Service Tax, EPF and ESIC.
- (f) The Tenderer should be registered under Contract Labour (Regulation and Abolition) Act, 1970 and should be valid at the time of bid submission date.
- (g) The Tenderer should not be debarred either by the Tender Inviting Authority or by any organization of State Government or by Government of India.

6. Qualification Criteria

- (a) The Tenderer should have minimum three years' experience in doing similar nature of work and have successfully completed the same. In support of this, tenderer should submit the copy of such work orders along with satisfactory completion certificates issued from at least three clients.
- (b) The Tenderer should meet any one of the three criteria as under:
 - i. Should have successfully completed ONE similar work of value equal to Rs. 50 Lakh or more from any reputed large Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three financial years.
OR
 - ii. Should have successfully completed TWO similar works of value equal to Rs.25 Lakh each or more each from any reputed Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three financial years.
OR
 - iii. Should have successfully completed THREE similar work of value equal to Rs. 20 Lakh each or more from any reputed Educational/ Research Institutions, Universities run by Central Government/ State Government Departments, Public or Private Sector Companies/ Undertakings, Autonomous Bodies in last three financial years.

- (c) The Tenderer should have sufficient employees on its rolls specifically trained for desired work. Full list of the employees, viz., name, age, qualifications, employee code, designation, experience in the field of Man power services, EPF, ESI deduction and details etc. should be attached with the Technical Bid. Tenderer should also submit details of the health and safety measures which the tenderer has taken for his workers. The Tenderer should submit proof of ESI and EPF deduction & deposit to relevant authorities during last three financial years.

7. Documents required in support of eligibility and Qualification:

The Tenderer should submit the following documents along with Technical Bid:

- (a) The copy of Firm's Registration / Incorporation Certificate with relevant authority in India.
- (b) Self-attested copy of valid registration certificate under Contract Labour (Regulation and Abolition) Act, 1970.
- (c) Statement of average annual turnover of latest last three years, in support of eligibility criteria mentioned above, from a registered practicing Chartered Accountant.
- (d) Audited Balance Sheet along with Profit & Loss Statement of latest three financial years.
- (e) EMD of required amount Rs. 2 Lakh only in the form of a Demand Draft drawn on any Nationalized Scheduled Bank in favour of the Registrar Jiwaji University Gwalior payable at Gwalior.
- (f) Service Tax (ST-3) and Income Tax clearance certificate of last 03 financial year.
- (g) Self-attested copy of the valid registration certificates issued by Service Tax, Employee Provident Fund (EPF), ESIC and Income Tax (PAN card) Departments.
- (h) Self-attested copies of work Orders and Client's Satisfactory Certificates in support of qualification criteria given in Para 6 above.
- (i) Declaration for not having been blacklisted by any Tender Inviting Authority or by any organization of State Government or by Government of India.

8. Sale of Tender Document:

- (a) The complete set of tender documents may be purchased within the prescribed time by interested Tenderers on the submission of a written application to the Registrar, Jiwaji University, Gwalior (M.P.) and upon payment of a nonrefundable fee of Rs.5,000/- (Rupees five thousand only) in the form of Demand Draft drawn in favor of the Registrar, Jiwaji University, Gwalior (M.P.) payable at Gwalior.

- (b) Alternatively, the Tender document can also be downloaded from the University website (www.jiwaji.edu.). In such case, the Tenderers must enclose cost of bid document mentioned above in form of Demand draft (non refundable) drawn in favor of the Registrar, Jiwaji University, Gwalior (M.P.) payable at Gwalior along with its Technical Bid. Tenders found without tender fee shall be rejected

9. Tender Validity:

- (a) The Tender will be valid for a period of 180 days after the due date of submission of Tenders. A Tender valid for a shorter period shall be rejected by the Tender Inviting Authority as nonresponsive.
- (b) In exceptional circumstances, prior to the expiration of the Tender validity, the Tender Inviting Authority may request the Tenderers to extend the Tender validity for further period as deemed fit. The request and the responses there to shall be made in writing. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer, agreeing to the request will not be required or permitted to modify its Tender.

10. Bid Security / Earnest Money Deposit (EMD):

- (a) The Tenderer is required to submit Earnest Money Deposit (EMD) of Rs. 2,00,000/-. The EMD should be in the form of Demand Draft issued from any scheduled Bank drawn in favour of Registrar, Jiwaji University, Gwalior (M.P.) payable at Gwalior.
- (b) The Tenders found without EMD as above, shall be summarily rejected.
- (c) The EMD shall be refunded to the unsuccessful tenderer after finalization of the contract. It shall be refunded to the successful tenderer on receipt of the Performance Security Deposit “in form of Bank Guarantee issued by any scheduled bank. Format of BG is at Annexure F”
- (d) No interest shall be paid on the EMD.

11. Bid Price:

- (a) The tender prices should be in Indian Rupee.
- (b) The tenderer shall quote for all work i.e. mentioned in Scope of Work, failing which the bid shall be considered non responsive.
- (c) Tenderers should submit all the details of bid prices as per format given in Annexure-E.
- (d) The remuneration for staff (Super Skilled / Skilled /Un-skilled) should not be less than prevailing labour rates as notified by respective district collectorate in the state of Madhya Pradesh at the time of bid submission. The bids found quoting less than the said rates shall be rejected summarily. Quote rate as per the office of the district collectorate is attached with tender document (**Annexure-I**).
- (e) At any point of time, during currency of contract, the remuneration paid to the Man power staff shall not be less than the statutory notified labour rates. If it becomes so due to revision in rates as notified by the District Collectorate, the contract amount shall be revised to the extent of increase in labour rates by the Contracting Authority.

12. Preparation and Submission of Tender:

- (a) Tenders are to be submitted as per Two Bid System i.e.- Technical Bid and Financial Bid.

- (b) The Tender should be typewritten. Any correction done with correction fluid is not permitted.
- (c) All documents/papers should be numbered, signed and sealed by the Tenderer on each page.
- (d) Technical Bid should contain all the documents required in **Para 5, 6 & 7 above** and EMD as per **Para 10 above**. Technical Bid should also contain Tender Form as per Annexure- C, Declaration Form (Annexure- D), Manpower Details, Performance Statement, Details of Staff available with the Agency.
- (e) Financial Bid should only contain the Price Schedule duly filled as per format given in **Annexure-E**. No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, bid shall liable to be rejected.
- (f) The rates should be quoted for the services to be provided as per instructions given in the tender document.
- (g) Both the bids (Technical and Financial) separately sealed in envelopes super-scribing as Technical Bid and Financial Bid, respectively. Both the wax-sealed envelopes should be put in a third wax-sealed envelope and should be super scribed as “Tender for Annual Contract for Manpower Services at Jiwaji University, Gwalior (M.P.)”.
- (h) Wax-sealed Tenders should be addressed and submitted to the Registrar, Jiwaji University, Gwalior-474 011 (M.P.).
- (i) Tender submitted or received after the closing date and time will not be considered and shall be returned to the Tenderer unopened.

13. Opening of Tenders:

- a) The Tenders shall be opened at the scheduled date, time and venue by the committee constituted by the Tender Inviting Authority. The Tenderers’ representative may attend the Tender opening.
- b) During the tender opening as above, the envelopes containing Technical Tender shall be opened. The envelopes containing Price Tender shall be signed by all committee members and kept unopened for opening at later date.
- c) The date and time of opening of Price Tenders shall be informed to all such Tenderers who qualify in technical evaluation. The tenderer’s representative may choose to attend the opening of Price Tender.
- d) In the event, the date of opening as above is declared Govt. Holiday, the tenders shall be opened at the same time on the next working day.

14. Evaluation of Tenders:

- (a) The committee constituted by the Tender Inviting Authority shall evaluate the Technical Bids with reference to technical requirements and various other commercial criteria given in the Tender Document.
- (b) The Technically qualified bids shall only be considered for opening and evaluation of financial bids.
- (c) The Tenderer quoting the lowest bid amount for the services defined in the Scope of Work shall be considered for award of contract.
- (d) In case more than one price bid quoting the same rates are received, the winning bidder shall be selected through lottery.

15. Performance Security Deposit and Award of Contract:

- (a) On being informed about the acceptance of the Tender and before signing the agreement, the

successful Tenderer shall deposit, within 15 days from the date of acceptance of tender, Performance Security Amount, the form of unconditional irrevocable Bank Guarantee (as per format given in **Annexure-G**) pledged to Tender Inviting Authority valid for 18 months from the date of signing of the agreement.

- (b) The successful Tenderer shall execute an agreement (As per format given in **Annexure-H**) on a non-judicial stamp paper of value of Rs.100/- (stamp duty to be paid by the tenderer) within 15 days from the date of the intimation from Tender Inviting Authority informing that his tender has been accepted.
- (c) If the successful Tenderer fails to execute the agreement and / or to deposit the required security deposit within the specified time or withdraw his tender, after the intimation of acceptance of his tender has been sent to him or owing to any other reasons, he is unable to undertake the contract, his contract will be cancelled and the EMD deposited by him along with the tender shall stand forfeited by the Tender Inviting Authority.

16. Effectiveness and Duration of Contract

The contract shall come into effect on the date of signing by both the parties. The contract shall be valid for a period of 12 (twelve) months from the date of commencement of services. The contract can be extended for a maximum duration of 6 months on the same terms and conditions after mutual consent of both the parties.

17. Commencement of Services

The Service Provider should commence the Man power services within 30 days of signing of contract or any other date mutually agreed by both the parties, however, the same can be further extended with the mutual consent of both the parties.

Section-II

General Conditions of Contract

- 1) The Man power personnel provided shall be the employees of the Contractor and all statutory liabilities will be paid by the contractor such as ESI, PF, Workmen's Compensation Act, etc. The Man power persons deployed by the contractor should be properly trained, have requisite experience and having the skills for carrying out the job employed for the same.
- 2) The contractor should ensure the Health and Safety measures of the employees, deputed for the works at his end. The contracting authority may also conduct health checkup of the staff deployed at regular intervals at the contractor cost if required.
- 3) Employment of child labour at any level will lead to the termination of the contract.
- 4) If the Contractor is a Registered Company / partnership of two or more persons, all such persons shall be jointly and severally liable to the University for the Fulfillment of the terms of the contract. Such persons shall designate one of them to act as authorized signatory with authority to sign. The Company / partnership shall not be altered without the approval of the University.
- 5) The contractor shall engage only such workers, whose antecedents and health have been thoroughly verified, including character and police verification and other formalities. The contractor shall be fully responsible for the conduct of his staff. The contractor shall submit copies of certificate of Man power employed to the University administration, before their deployment.
- 6) The contractor at all times should indemnify contracting Authority against all claims, damages or compensation under the provisions of payment of wages Act, 1936; Minimum Wages Act, 1948; Employer's Liability Act 1938 the Workmen Compensation Act, 1923; Industrial Disputes Act, 1947; Maternity Benefit Act, 1961 or any modification thereof or any other law relating thereof and rules made hereunder from time to time. Contracting authority will not own any responsibility in this regard. Payment of minimum wages, notified by the government, shall be ensured all the time.
- 7) The Man power staff deployed through contractor in the University shall not claim any benefit, compensation, absorption or regularization of their services in the govt. establishment either under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970. The contractor should have to obtain an undertaking from the deployed persons to the effect that the deployed person is the employee of the contractor (agency) and shall submits the said undertaking to the Contracting Authority. In the event of any litigation on the status of the deployed persons, the Contracting Authority/University shall not be a necessary parties, however, in any event, either the deployed persons or to the order of the Court, the University is made necessary parties in dispute to adjudicate the matter, the contractor has to reimburse the expenditure that would have been borne by the Contracting Authority/University.
- 8) The Man power staff deployed by the contractor shall not divulge or disclose any details of office, operational process, technical know-how, administrative/ organizational matters to any third person, as all of that are confidential and secret in nature. In the event of being found that the official secrecy has been disclosed and for the purpose. It is desirable to remove the said person, the Registrar has every right to remove the said person, immediately and responsibility if any to be borne by the contractor.

- 10) The contractor shall ensure that the person deployed are disciplined and shall enforce in prohibition of consumption of alcoholic drinks, paan, gutkha, smoking, loitering and shall not engage in gambling, satta or any immoral act.
- 11) All liabilities arising out of accident or death while on duty shall be borne by the contractor.
- 12) Contractor and its staff shall take proper and reasonable precautions to prevent loss, destruction, waste or misuse of the areas of the University premises.
- 13) The contractor shall have his own Establishment/Set up/Mechanism to provide training of Man power to ensure correct and satisfactory performance of his duties and responsibilities under the contract.
- 14) That in the event of any loss occasioned to the University, as a result of any lapse on the part of the contractor as may be established after an enquiry conducted by the University, such loss will be recovered from the amount payable to the contractor. The decision of the Tender Inviting Authority in this regard will be final and binding on the agency.
- 15) The Contractor shall do and perform all such Man power services, acts, matters and things connected with the administration, conduct of Man power personnel as per the directions enumerated herein and in accordance with such directions, which the nodal officer may issue from time to time and which have been mutually agreed upon between the two parties.
- 16) The University shall have the right, within reason, to have any person removed that is considered to be undesirable or otherwise and similarly Contractor reserves the right to change the staff with prior intimation to the Tender Inviting Authority/Nodal officer of the University.
- 17) The contractor shall be responsible to protect all properties and equipment of the University entrusted to it.
- 18) The University shall have right to have any person removed in case the Man power personnel is not performing the job satisfactorily. The contractor shall have to arrange the suitable replacement in all such cases.
- 19) The Man power personnel deployed by the Contractor shall work under overall supervision & direction of the Nodal Officer of the University entrusted to it or under the Tender Inviting Authority as the case may be. The Tender Inviting Authority/Nodal Officer shall specify the services contracted man power.
- 20) The Contractor will properly maintain muster roll of the person employed/engaged in connection with the work at the premises of the University and should use biometric attendance system.
- 21) Payment will be made within a period of 30 days after submission of the bill and all necessary documents in triplicate. Payment of the bill will be based on computerized printouts in standardized proforma approved by Tender Inviting Authority along with computer generated attendance sheet (through Biometric Attendance System) in respect of the persons deployed duly verified by the concerned In-charge of the University for actual shifts manned/operated by the personnel supplied by the contractor.
- 22) No other claim on whatever account shall be entertained by the University. The Contractor will ensure that workers engaged by him must receive their entitled wages on time. In view of this, the following procedure will be adopted:

- a. Contractor shall pay their entitled wages by 10th of the following month. It shall not be linked to the payment of the bill from University or need for the checking & verification, at their end.
 - b. Payment to such workers must be made by the service providers through e-transfer only. To ensure this, service providers will get a bank account opened for every engaged worker.
 - c. In order to ensure that such workers get their entitled wages by 10th of the following month, the following schedule will be adhered to:
 - i. Monthly bill cycle will be from 1st day of the previous month to last day of the month.
 - ii. Monthly bill as per above cycle, will be submitted by the service providers in first week of following month.
 - d. The service provider must ensure that entitled wages of the workers are credited to their bank account on the 10th of the following month. Service provider will not be given any relaxation in this matter.
 - e. While submitting the bill for the next month, the services provider must file a certificate certifying the following:
 - i) Wages of workers were credited to their bank accounts on (date).
 - ii) ESI Contribution relating to workers amounting to Rs. _____ was deposited on ____ (date) (Copy of the challan enclosed).
 - iii) EPF contribution relating to workers amounting to Rs. _____ was deposited on _____ (date) (Copy of the challan enclosed).
 - iv) He is complying with all statutory Labour Laws including Minimum Wage Act.
 - f. Payment authority reserves the right to ask for a certificate issued from nodal officer (s)/in-charge of the facility (ies) certifying that the Contractor has provided satisfactory services in that particular facility for which the contractor has submitted invoice (s) for payment. It is the responsibility of the payment authority to get such certificate (s) from nodal officer/ in-charge of the facility and if nodal officers failed to issue such certificates in time, it would be presumed that services being provided by the contractor are satisfactory.
 - g. The service provider should submit the bill in accordance with the above time schedule.
- 23) Any damage or loss caused by contractor's persons to the University in whatever form would be recovered from the contractor.
- 24)
- a. In case any of contractor's personnel(s) deployed under the contract is (are) absent, a penalty equal to double the wages of number of guards/supervisors absent on that particular day shall be levied by the University authority and the same shall be deducted from the contractor's bills.
 - b. In case any of contractor's personnel deployed under the contract fails to report in time and contractor is unable to provide suitable substitute in time for the same it will be treated as absence and penalty of Rs. 200/- per vacant point per shift be deducted from the contractor's bill.

- c. In case any public complaint is received attributable to misconduct/misbehavior of contractor's personnel & is assessed as true by university, a penalty of Rs.500/- for each such incident shall be levied and the same shall be deducted from contractor's bill. Besides the person found involved in the incident shall be removed from the facility immediately.
 - d. In case the contractor fails to commence/execute the work as stipulated in the agreement or gives unsatisfactory performance or does not meet the statutory requirements of the contract, Tender Inviting Authority or the designated nodal officer (s) of the University reserves the right to impose the penalty as detailed below:-
 - i. 1% of annual cost of order/agreement per week, up to four weeks' delay per facility.
 - ii. After four weeks delay the Tender Inviting Authority reserves the right to cancel the whole contract or part thereof and withhold the agreement and get this job carried out from other contractor(s) in open market. The difference if any will be recovered from the defaulter contractor and his earnest money/security deposit may also be forfeited.
- 25) In the event of any breach/violation or contravention of any terms and conditions contained herein by the Contractor, the Security Deposit of the Contractor shall stand forfeited.
 - 26) Any liability arising out of any litigation (including those in consumer courts) due to any act of contractor's personnel shall be directly borne by the contractor including all expenses/fines. The concerned contractor's personnel shall attend the court as and when required.
 - 27) During the course of contract, if any contractor's personnel are found to be indulging in any corrupt practices or causing any loss of property in the University, the Tender Inviting Authority shall be entitled to terminate the contract forthwith duly forfeiting the Contractor's Performance Guarantee (Security Deposit).
 - 28) The Contractor shall not engage any such sub- contractor or transfer the contract to any other person in any manner.
 - 29) The contractor shall indemnify and hold the Tender Inviting Authority/ designated Nodal Officer harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works/services under the contract provided by the contractor.
 - 30) Man power staff engaged by the contractor shall not take part in any staff union and association activities.
 - 31) The University shall not be responsible for providing residential accommodation to any of the employee of the contractor.
 - 32) The University shall not be under any obligation for providing employment to any of the worker of the contractor after the expiry of the contract. The University does not recognize any employee employer relationship with any of the workers of the contractor.
 - 33) If as a result of post payment audit any overpayment is detected in respect of any work done by the agency or alleged to have been done by the agency under the tender, it shall be recovered from the contractor by the Tender Inviting Authority.
 - 34) If any underpayment is discovered, the amount shall be duly paid to the contractor by the Tender Inviting Authority.
 - 35) The Contractor shall provide the copies of relevant records during the period of contract or otherwise even after the contract is over whenever required by the Tender Inviting Authority.
 - 36) The Contractor will have to enclose the proof / copies of the challans showing payment of statutory dues for the previous month along with monthly bills.
 - 37) The Contractor should have their own supervisory and quick response team in near the place of contract to deal with any emergency situations.
 - 38) The Contract shall initially be valid for a period of One Year and can be extended further for another

6 months on the same terms and conditions of the contract and at the same rates. The service charge quoted by the bidder shall remain unchanged during the period of contract. Beyond this period, no extension shall be granted or made by the University.

- 39) Contracting authority however, reserves the right to terminate the contract by serving three months' notice, in writing if the University administration is not satisfied about the services of the contractor. The contractor may also ask for the same by giving three months' notice to the Contracting Authority giving reasons thereof.
- 40) In case of breach of any terms and conditions attached to the contract, the Performance Security Deposit of the contractor will be liable to be forfeited by contracting authority besides annulment of the contract.
- 41) **Scope of work and services:**
Details of the scope of work are enclosed at Annexure –A

42) **Variations**

The University administration may order variations in the scope or quantum of work through a written variation order. The payment for the variation shall be worked out on the basis of quoted rates for manpower.

43) **Risk Clause:**

- a. The contractor shall at all times have standby arrangements for carrying out the work under the contract in case of any failure of the existing arrangement. Contracting Authority reserves the right for termination of the contract at any time by giving three month written notice, if the services are found unsatisfactory and also has the right to award the contract to any other selected tenderer at the risk & cost and responsibilities of existing contractor and excess expenditure incurred on account of this will be recovered from the contractors Security Deposit or pending bill or by raising a separate claim.
- b. All necessary reports and other information will be supplied on a mutually agreed basis and regular meetings will be held with the nodal officer of the University/Tender Inviting Authority/Contracting Authority. Contractor and its staff shall take proper and reasonable precautions to preserve from loss, destruction, waste or misuse the areas of responsibility given to them by the University, and shall not knowingly lend to any person or company any of the effects or assets of the University, under its control.
- c. In the event of loss/damage of equipment etc. at the premises of the University due to negligence/carelessness of contractor staff, if established after an enquiry, then the contractor shall compensate the loss to University. The contractor or its representative/s shall meet the designated respective nodal officer/Tender Inviting Authority or his/her representative(s) regularly to take feedback regarding the Services.
- d. The contractor will also maintain a complaint/suggestion book, at every department/building where his/her staff is deployed, for comments on the Man power services.
- e. The contractor shall not assign or sublet this Agreement or any part thereof to any third party.
- f. Training on behavior aspects and ethics must be done regularly. The mode of University working should be communicated to all contract staff. Training report of the same must be submitted once in a month.

44) **FORCE MAJEURE**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, tempest, acts of God etc. which may prevent either party to discharge its obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as

practicable after the event has come to an end or ceased to exist. The performance of any obligation under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to (if any) or thirty days, whichever is more, either party may at its option terminate the contract.

45) OBLIGATION OF THE CONTRACTOR :

The contractor shall ensure full compliance with tax laws of India with regard to this contract and shall be solely responsible for the same. The contractor shall submit copies of acknowledgments evidencing filing of returns every year and shall keep the Tender Inviting Authority/Contracting Authority/designated Nodal Officer fully indemnified against liability of tax, interest, penalty etc. of the contractor in respect thereof, which may arise. The contractor shall also comply with all applicable statutory liabilities such as labour laws etc.

46) Dispute Settlement :

- i) All disputes and differences of whatsoever nature, whether existing or which shall at any time arise between the parties hereto touching or concerning the agreement, meaning, operation or effect thereof or to the rights and liabilities of the parties or arising out of or in relation thereto whether during or after completion of the contract or whether before or after determination, foreclosure, termination or breach of the agreement (other than those in respect of which the decision of any person is, by the contract, expressed to be final and binding) shall, after written notice by either party to the agreement to the other and to the Contracting Authority i.e., Registrar, Jiwaji University, Gwalior be referred for adjudication to the Sole Arbitrator to be appointed as hereinafter provided.
- ii) In the event of the Arbitrator to whom the matter is referred to, does not accept the appointment, or is unable or unwilling to act or resigns or vacates his office for any reasons whatsoever, the Kulpati , shall nominate/appoint another person, not below the rank of Professor, as aforesaid, to act as the Sole Arbitrator.
- iii) Such another person nominated as the Sole Arbitrator shall be entitled to proceed with the arbitration from the stage at which it was left by his predecessor. It is expressly agreed between the parties that no person other than the Appointing Authority or a person nominated by the Appointing Authority as aforesaid, shall act as an Arbitrator. The failure on the part of the Appointing Authority to make an appointment on time shall only give rise to a right to a Service Provider to get such an appointment made and not to have any other person appointed as the Sole Arbitrator.
- iv) The Award of the Sole Arbitrator shall be final and binding on the parties to the Agreement.
- v) The work under the Contract shall, however, continue during the Arbitration proceedings.
- vi) The Arbitrator may give a composite or separate Award(s) in respect of each dispute or difference referred to him and may also make interim award(s) if necessary.
- vii) The fees of the Arbitrator and expenses of arbitration, if any, shall be borne equally by the parties unless the Sole Arbitrator otherwise directs in his award with reasons. The Award of the Sole Arbitrator shall be final and binding on both the parties.
- viii) Subject to the aforesaid, the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under, shall apply to the Arbitration proceedings under this Clause.
- ix) The Contract shall be governed by and constructed according to the laws in force in India. The parties hereby submit to the exclusive jurisdiction of the Courts situated at Gwalior for all purposes. The Arbitration shall be held at Gwalior and conducted in English/ Hindi language.

MAN POWER REQUIREMENT
(SCOPE OF WORK)

S. No.	Labour type	Manpower Description	Qualification & Experience	Quantity
1.	Super skilled	computer operator	Graduate with P.G.D.C.A from authorized university and two years experience and shall be able to work in computers and similar automation and having a good speed of typing in English & Hindi 40 word per minute.	15
2.	skilled	Library Assistant	B.Lib. With minimum 55% passed and two years experience and shall be able to work in computers and similar automation and having a good speed of typing in English & Hindi 40 word per minute.	05
		Lower division clerk	10+2 higher secondary pass and having a good speed of typing in English & Hindi 40 word per minute.	60
		Driver	Minimum 10 th standard pass and valid light/heavy vehicles driving license, 02 years experience in light/heavy vehicles	04
		Electrician	I.T.I / Poly technique diploma with 02 year experience	02
		Plumber	I.T.I diploma with 02 year experience	02
		Carpenter	I.T.I diploma with 02 year experience	02
		Meson (mistri)	I.T.I diploma with 02 year experience	02
3.	Unskilled	Lab attendant	10+2 Higher secondary with science	09
		Peon	Minimum 8 th standard pass	10
		Mali	Minimum 8 th standard pass and 02 year experience	15
		Helper/Labour	-	05

Note- Number of manpower may increase or decrease as per the actual requirement.

It is the responsibility of contractor to provide minimum no. of manpower as per the schedule. All the manpower deployed by the contractor shall be verified of their police records, medical fitness and other information prior to posting at University. Contractor shall not place any security staff in the University where the relatives of that particular security staff are working.

TECHNICAL TENDER FORM

Ref: Your Tender No: F/Admin/16/.....

Dated

To
The Registrar
Jiwaji University
Gwalior – 474 011 (MP)

1. We, the undersigned, have examined the above mentioned Tender document. We now offer to deploy manpower to perform duties.
2. If our tender is accepted, we undertake to perform the services in accordance with the terms and conditions in the Tender document.
3. We further confirm that, if our tender is accepted, we shall provide you with a performance security of required amount in an acceptable form in terms of the Tender Document for due performance of the contract.
4. We agree to keep our tender valid for acceptance as required in the Tender Document, or for subsequently extended period, if any, agreed to by us. We also accordingly confirm to abide by this tender up to the aforesaid period and this tender may be accepted any time before the expiry of the aforesaid period. We further confirm that, until a formal contract is executed, this tender read with your written acceptance thereof within the aforesaid period shall constitute a binding contract between us.
5. We further understand that you are not bound to accept the lowest or any tender you may receive against your above referred tender enquiry.
6. We confirm that we do not stand deregistered/banned/blacklisted by any Govt. Authorities.
7. We confirm that we fully agree to the terms and conditions specified in above mentioned Tender Document, including amendment/ corrigendum if any.

(Signature with date)

(Name and designation) Duly authorised to sign tender for and on behalf of
_____ **(Name of Tenderer)**

N.B : The above tender form, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Part-(i)

Declaration

1. I, son/daughter of Shri....., proprietor/partner/director/authorized signatory of M/s, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information / documents furnished along with the above applicable are true and authentic to the best of my knowledge and belief. I/we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage liabilities towards prosecution under appropriate law.

**Signature of Authorized Person
(Name, designation and seal)**

Date:

Place:

N.B : The above declaration, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Part-(ii)**Details of staff available with the Agency**

Sr. No.	Name	Employee Code	Qualification	ESI No.	PF No.	Experience in providing Man power (Years)

The above format may be used to provide employee details. Use extra sheet, if required. Please enlist minimum 100 personnel detail.

Signature of Tenderer
Name and designation of signatory with seal

Date:

Place:

N.B: The above details, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

Part-(iii)

PROFORMA FOR THE PERFORMANCE STATEMENT OF TENDERER (of latest last three years):

Sr. No.	Name and address of client; Name, designation and contact no. / e-mail id.of the officer concerned	Contract details including total manpower deployed	Value of Contract (Rs.)	Duration of the contract (From to To)	Client satisfactory certificate enclosed (Yes/No) If Yes enclosure No.
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
	Additional information, if any				

Signature of tenderer**Name and designation of signatory with seal**

Date:

Place:

N.B: The above details, duly signed and sealed by the authorised signatory of the company, should be enclosed with Technical Tender.

FINANCIAL BID FOR MAN POWER SERVICES*(to be printed on letterhead of Tenderer)***FINANCIAL BID FOR MAN POWER SERVICES**

A. Manpower Charges:									
S. No.	Description of man power	Rate per month per worker					Total Nos.	Amount per month	
		Amt. Per worker*	EPF** (@ 13.36%)	Bonus	ESI** (@ 4.75%)	Total			
1	Un-skilled (Lab attendant/ Peon/ Mali / Helper/labour)	5939	793.45	NIL	282.10	7014.55	39	273567.45	
2	Skilled (Library Assistant/lower division clerk/ Driver/ Electrician/ Plumber/ Carpenter/Meson)	8435	1126.91	NIL	400.66	9962.57	77	767117.89	
4.	Super skilled (computer oprertor)	9735	1300.59	NIL	462.41	11498	15	172470.00	
Total A (1+2+3) per month in (Rs.)								1,213,155.34	
Manpower charges claimed as wages by the contractor shall be reimbursed on the basis of payment made by contractors to their workers deployed at Jiwaji University, Gwalior based on current Collector Rate.									
B. Management Fee/Service Charges.									
	Service charge/ management fee should include all expenditure on providing resources/ managerial / supervisory / administrative work done through the deployed man power Staff. This shall be based on total amount of A(1+2+3) in percentage						%		
Total (B) per month. in (Rs.)									
Total (A+B) One Month. in (Rs.)									
Total (A+B) One Year. in (Rs.)									

*Current Collectorate Labour Rate as per Annexure-I. Calculate at this rate only. At the time of agreement the prevailing Collector Rate will be used for final calculations.

** @ rates applicable at time of the contract

No overwriting, corrections, interlineations etc. are permitted in the Financial Bid. If found, the bid shall liable to be rejected.

Note :

(A) The minimum wage rates of manpower is as per applicable district government Rules and shall vary according to the amendments/increments enforceable by District Government from time to time, however the offered rate/amount of items no. B shall remain constant and will not exceed in any case during the currency of the contract. The minimum or base charges for extending services (B) realistic. Any firm quoting minus or 0% will be disqualified.

If the bidder quotes wages (of the required manpower) less than the prevailing Collectorate Labour Rates, his/her bid shall be rejected summarily.

(B) If any other tax is applicable & charged in the invoice and TDS (Tax Deducted at Source) is applicable, the same shall be deducted as per Governing rules of the MP State government.

The contractor has to ensure payment to its staff not less than current minimum wages rates applicable in the respective district government rules to the workers deployed at University. The contractor will have to make payment through e-transfer after opening of individual bank account for the workers deployed and also forward the copy of the monthly bank statements of the concerned workers to University/Nodal officer. Further, the copy of ESI cards, EPF No. issued to the workers should also be submitted to the University/Nodal officer.

I/we also declare that, I/we will abide by all the rules and regulation of the tender document and applicable Government rules, if awarded the Tender. I/we are also aware that the Tender Inviting Authority reserves his right to cancel our Tender in part or full without assigning any reason, what so ever, and for the same, I/we will have no right to challenge the same in any court of law.

Signature of Authorised Person

Date :

Place :

Full Name:

Company's Seal:

PROFORMA OF PERFORMANCE BANK GUARANTEE

In consideration of the Registrar, Jiwaji University, Gwalior (hereinafter called the “Client”) having offered to accept the terms and conditions of the proposed agreement (hereinafter called the “said Agreement”) between Registrar, Jiwaji University, Gwalior and M/s..... (hereinafter called the “said Contractor”) for the work of man power Services having agreed to production of an irrevocable bank guarantee for Rs._____ (Rupees _____ only) as a security / guarantee from the contractor for compliance of its obligations in accordance with the terms and conditions in the said agreement.

We _____ (hereafter referred to as the “Bank”) hereby undertake following:

1. We undertake to pay to the Client any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under bond shall be a valid discharge of our liability for payment thereunder, and the contractor(s) shall have no claim against us for making such payment.
2. We further agree that the Guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement, and it shall continue to be enforceable till all the dues of the Client under or by virtue of the said agreement have been fully paid, and its claims satisfied or discharged, or till the Client certifies that the terms & conditions of the said agreement have been fully and properly carried out by the said contractor(s), and accordingly discharges this guarantee
3. We further agree with the Client that the Client shall have the fullest liberty without our consent , and without effecting in any manner our obligations hereunder, to vary any of the terms & conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Client against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement, and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Client or any indulgence by the Client to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
4. This Guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
5. We lastly undertake not to revoke this Guarantee except with the prior consent of the Client in writing.
6. This guarantee shall be valid up to unless extended on demand by the Client Notwithstanding anything mentioned above, our liability against this Guarantee is restricted to Rs._____ (Rupees _____ only) and unless a claim in writing is lodged with us under this Guarantee shall stand discharged.

Dated the ____ day of ____ for _____

Signature of the authorized officer of the Bank

Name & Designation of the officer

Seal, Name & Address of the Bank and Address of the Branch

FORMAT OF CONTRACT AGREEMENT

(On Rs. 100/- Non-judicial Stamp Paper)

THIS AGREEMENT made the day of, 2016 Between Registrar, Jiwaji University, Gwalior (hereinafter "the Client") of the one part and M/s _____ (hereinafter called "the Contractor") of the other part:

WHEREAS the Client is desirous that certain services viz. Supply man power Services in the tender reference no. _____ Dated _____ and has accepted a bid by the Contractor for the performance services for the sum of Rs. _____ /- (*Rupees* _____ *only*) (hereinafter called "the Contract Price") and supply of consumables as per rates given in the financial bid of its tender.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to, and they shall be deemed to form and be read and construed as part of this agreement.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- a) The Letter of Acceptance issued by the Client.
- b) The supplier's bid including enclosures, annexures, etc.
- c) Tender document along with all enclosed documents.
- d) Any other document listed in the supplier's bid and replies to queries, clarifications issued by the service provider, such confirmations given by the bidder which are acceptable to the contractor and the entire Addendum issued as forming part of the contract.

3. In consideration of the payments to be made by the Client to the Contractor as hereinafter mentioned, the Contractor hereby covenant with the Client to provide, the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Client hereby covenants to pay the Contractor in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied / provided by the Contractor are as under.

Sl. No	Brief Description of Services	Contract Duration	Total Price	Service tax in %	Total value inclusive of Service tax
1					

IN WITNESS where of the parties here to have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said _____ (For the Client)

In the presence of

Signature

Name

Address

Witness 1.

2.

Signed, Sealed and Delivered by the

Said _____ (For the Contractor)

In the presence of

Signature

Name

Address

Witness 1.

2.

श्रमायुक्त कार्यालय, मध्यप्रदेश शासन, इन्दौर

क्रमांक: 1/11/अन्वेषण/पांच/2014/34725-35124, इन्दौर, दिनांक 31-10-14,

अधिसूचना

विषय - दिनांक 10.10.2014 को म.प्र. राजपत्र में प्रकाशित न्यूनतम वेतन अधिनियम, 1948 के अंतर्गत दैनिक वेतन भोगी श्रमिकों के लिए दिनांक 01/10/2014 से नई न्यूनतम वेतन की दरें प्रभावशील करने के संबंध में।

उपरोक्त विषयान्तर्गत 35 अनुसूचित नियोजनों में न्यूनतम वेतन की दरें अभी तक परिवर्तनशील मंहगाई भत्ते को विनियोजित करते हुए दिनांक 01/10/2014 से प्रभावशील की गई है जो निम्नानुसार है:-

अनुसूची -अ

63 अनुसूचित नियोजन में मासिक एवं दैनिक वेतन की दरें जिसमें परिवर्तनशील मंहगाई भत्ता सम्मिलित है (आंकड़े रूप्यों में) (26 दिन के मान से)

श्रमिकों का वर्ग	न्यूनतम मूल वेतन		परिवर्तनशील मंहगाई भत्ता		कुल वेतन	
	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन
अकुशल	5939.00	228.00	---	---	5939.00	228.00
अधकुशल	7057.00	271.00	---	---	7057.00	271.00
कुशल	8435.00	324.00	---	---	8435.00	324.00
उच्च कुशल	9735.00	374.00	---	---	9735.00	374.00

अनुसूची -ब

**किसी स्लैट पेंसिल निर्माण शाला में नियोजन
मासिक एवं दैनिक वेतन की दरें जिसमें परिवर्तनशील मंहगाई भत्ता भी सम्मिलित है
(आंकड़े रूप्यों में)**

श्रमिकों का वर्ग	न्यूनतम मूल वेतन		परिवर्तनशील मंहगाई भत्ता		कुल वेतन	
	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन	प्रतिमाह	प्रतिदिन
कटर्स	10155.00	391.00	---	---	10155.00	391.00
रोलर्स, मिस्त्री, पाईटर्स,	9522.00	366.00	---	---	9522.00	366.00
पेकर, पट्टीपेकर, सीपर	6705.00	258.00	---	---	6705.00	258.00
मुनीम, लेखाकार, क्लर्क आदि	8435.00	324.00	---	---	8435.00	324.00
मजदूर	5939.00	228.00	---	---	5939.00	228.00
उच्च कुशल	9735.00	374.00	---	---	9735.00	374.00

स्पष्टीकरण

1. प्रमुख सचिव, श्रम द्वारा दिये गये सुझाव पर म.प्र.न्यूनतम वेतन सलाहकार परिषद की बैठक दिनांक 20.6.06 में हुई चर्चा में सर्वसम्मति से पारित प्रस्ताव अनुसार मजदूरी निर्धारण में पैसे तथा रूपये के गुणांको को राउण्ड-अप करके ही दैनिक एवं मासिक मजदूरी निर्धारित की जाय। तदनु रूप प्रतिदिन रूपये में राउण्ड-अप कर दैनिक दरें निर्धारित की गई है।
2. वित्त विभाग के परिपत्र क्रमांक एफ 9-7/1006/नियम/चार, दिनांक 20 सितम्बर, 2006 में 50 पैसे अथवा उससे अधिक पैसे हो तो, उन्हें अगले उच्चतर रूपये में पूर्णांकित किया जावेगा और 50 पैसे से कम राशि छोड़ दिया जावेगा।